

**MASSACHUSETTS MANDATORY LICENSEE-CONSUMER  
RELATIONSHIP DISCLOSURE**

**Fax to:  
413-642-0698**

**Mail to:  
George R. Mulry  
549 Russell Road  
Westfield, MA 01085**

This disclosure is provided to you, the consumer, by the real estate agent listed on this form. Make sure you read both sides of this form. The reverse side contains a more detailed description of the different types of relationships available to you. **This is not a contract.**

**THE TIME WHEN THE LICENSEE MUST PROVIDE THIS NOTICE TO THE CONSUMER:**

All real estate licensees must present this form to you at the first personal meeting with you to discuss a specific property. The licensee can represent you as the seller (Seller's Agent) or represent you as the buyer (Buyer's Agent) and also can assist you as a facilitator.

**CONSUMER INFORMATION AND RESPONSIBILITY:**

Whether you are the buyer or seller you can choose to have the advice, assistance and representation of your own agent who works for you. **Do not assume that a real estate agent works solely for you unless you have an agreement for that relationship.** With your consent, licensees from the same firm may represent a buyer and seller in the same transaction. These agents are referred to as dual agents.

Also a buyer and seller may be represented by agents in the same real estate firm as designated agents. The "designated seller or buyer agent" is your sole representative. However where *both* the seller and buyer provide written consent to have a designated agent represent them then the agent making such designation becomes a "dual agent" for the buyer and seller. All real estate agents must, by law, present properties honestly and accurately. They must also disclose known material defects in the real estate.

The duties of a real estate agent do not relieve the consumers of the responsibility to protect their own interests. If you need advice for legal, tax, insurance or land survey matters it is your responsibility to consult a professional in those areas. Real Estate agents do not have a duty to perform home, lead paint or insect inspections nor do they perform septic system, wetlands or environmental evaluations.

**RELATIONSHIP OF REAL ESTATE LICENSEE WITH THE CONSUMER**

(check one)    N/A\* Seller's agent    N/A\* Buyer's agent     Facilitator

IF A SELLER'S OR BUYER'S AGENT IS CHECKED ABOVE **COMPLETE THE SECTION BELOW:**

Relationship with others affiliated with: N/A\*

(Check one) N/A\* Only the real estate agent listed below represents the consumer named in this form (**designated seller or buyer agency**). In this situation any firm or business listed above and other agents affiliated with the firm or business do not represent you and may represent another party in your real estate transaction.

N/A\* The real estate agent listed below, the real estate firm or business listed above and all other affiliated agents have the same relationship with the consumer named herein (**seller or buyer agency, not designated agency**).

*\*Not Applicable - The Company, acting as a Facilitator, will not advocate for the interest of either party, unless otherwise indicated. The Company will provide customer level service to the Seller, does not represent the Seller and has no duty to hold confidential any information provided by the Seller.*

**By signing below I, the REAL ESTATE LICENSEE, acknowledge that this disclosure has been provided timely to the consumer named herein.**

\_\_\_\_\_  
(Signature of Real Estate Agent)      George Mulry / Mulry Real Estate, LLC      7866/Broker      \_\_\_\_\_  
(Printed Name of Real Estate Agent)      (License Number/Type)      (Today's Date)

**By signing below I, the CONSUMER, acknowledge that I have received and read the information in this disclosure.**

\_\_\_\_\_  
(Signature of Consumer)      \_\_\_\_\_      \_\_\_\_\_  
(Printed Name of Consumer)      (Today's Date)

\_\_\_\_\_  
(Signature of Consumer)      \_\_\_\_\_      \_\_\_\_\_  
(Printed name of Consumer)      (Today's Date)

\_\_\_\_\_ Check here if the consumer declines to sign this notice.

## TYPES OF AGENCY REPRESENTATION

### SELLER'S AGENT

A seller can engage the services of a real estate agent to sell his property (called the listing agent) and the real estate agent is then the agent for the seller who becomes the agent's client. This means that the real estate agent represents the seller. The agent owes the seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the seller's interests first and negotiate for the best price and terms for their client, the seller. (The seller may authorize sub-agents to represent him/her in marketing its property to buyers, however the seller should be aware that wrongful action by the real estate agent or sub-agents may subject the seller to legal liability for those wrongful actions).

### BUYER'S AGENT

A buyer can engage the services of a real estate agent to purchase property and the real estate agent is then the agent for the buyer who becomes the agent's client. This means that the real estate agent represents the buyer. The agent owes the buyer undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put the buyer's interests first and negotiate for the best price and terms for their client, the buyer. (The buyer may also authorize sub-agents to represent him/her in purchasing property, however the buyer should be aware that wrongful action by the real estate agent or sub-agents may subject the buyer to legal liability for those wrongful actions).

### (NON-AGENT) FACILITATOR

When a real estate agent works as a facilitator that agent assists the seller and buyer in reaching an agreement but does not represent either the seller or buyer in the transaction. The facilitator and the broker with whom the facilitator is affiliated owe the seller and buyer a duty to present each property honestly and accurately by disclosing known material defects about the property and owe a duty to account for funds. Unless otherwise agreed, the facilitator has no duty to keep information received from a seller or buyer confidential. The role of facilitator applies only to the seller and buyer in the particular property transaction involving the seller and buyer. Should the seller and buyer expressly agree a facilitator relationship can be changed to become an exclusive agency relationship with either the seller or the buyer.

### DESIGNATED SELLER'S AND BUYER'S AGENT

A real estate agent can be designated by another real estate agent (the appointing or designating agent) to represent either the buyer or seller, provided the buyer or seller expressly agrees to such designation. The real estate agent once so designated is then the agent for either the buyer or seller who becomes their client. The designated agent owes the buyer or seller undivided loyalty, reasonable care, disclosure, obedience to lawful instruction, confidentiality and accountability, provided, however, that the agent must disclose known material defects in the real estate. The agent must put their client's interests first and negotiate for the best price and terms for their client. In situations where the appointing agent designates another agent to represent the seller and an agent to represent the buyer then the appointing agent becomes a dual agent. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. The dual agent does not represent either the buyer or the seller solely only your designated agent represents your interests. The written consent for designated agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample designated agency consent is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

### DUAL AGENT

A real estate agent may act as a dual agent representing both the seller and buyer in a transaction but only with the express and informed consent of both the seller and buyer. Written consent to dual agency must be obtained by the real estate agent prior to the execution of an offer to purchase a specific property. A dual agent shall be neutral with regard to any conflicting interest of the seller and buyer. Consequently a dual agent cannot satisfy fully the duties of loyalty, full disclosure, obedience to lawful instructions which is required of an exclusive seller or buyer agent. A dual agent does, however, still owe a duty of confidentiality of material information and accounting for funds. The written consent for dual agency must contain the information provided for in the regulations of the Massachusetts Board of Registration of Real Estate Brokers and Salespeople (Board). A sample dual agency consent is available at the Board's website at [www.mass.gov/dpl/re](http://www.mass.gov/dpl/re).

# Facilitator Variable Rate Exclusive Marketing Agreement

Fax to:  
413-642-0698

Mail to:  
George R. Mulry  
549 Russell Road  
Westfield, MA 01085

1. **The Property.** The Property is the land and all improvements located at:  
Number \_\_\_\_\_ Street/Road \_\_\_\_\_  
City/Town \_\_\_\_\_ County \_\_\_\_\_ State/Zip \_\_\_\_\_  
for the listed price of \$ \_\_\_\_\_ which Property is further described in \_\_\_\_\_ County Registry of Deeds,  
Book \_\_\_\_\_ Page \_\_\_\_\_.

2. **Agreement:** In consideration of the agreement by Mulry Real Estate, LLC (referred to as the “**Company**”), to market and promote the sale or exchange of the property (the “**Property**”, as defined below), \_\_\_\_\_ and \_\_\_\_\_ (together, “**Seller**”) engages the Company to act as the Exclusive Facilitator in the sale of the above referenced property. Please note: the word “Exclusive” refers only to our agency agreement and is different from an Exclusive Right to Sell. “**Exclusive**” only means the Seller will not be listing the property with any other office and still retains their right to sell the property themselves.

The Company, acting as a Facilitator, will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the Transaction or regarding either parties financial interests. The Company will provide customer level service to the Seller, does not represent the Seller, and has no duty to hold confidential any information provided by the Seller.

The Seller further agrees to assist in the sale of said property by directly receiving telephone calls and e-mails from cooperating Buyer’s Agents, Facilitators and interested Buyers and returning calls and e-mails to such parties in a timely manner. The Seller will provide reasonable access and arrange showings to cooperating Buyer’s Agents, Facilitators and interested Buyers. The Seller will cooperate with the Company in every reasonable way, including answering all pertinent questions posed by cooperating Buyer’s Agents, Facilitators and interested Buyers.

3. **The Listing.** The Listing Period is the period commencing on \_\_\_\_\_ 20 \_\_\_\_\_, and expiring at 11:59 PM on \_\_\_\_\_, 20 \_\_\_\_\_ (together with any extension agreed to by the parties, in writing). The initial period of this Agreement shall be for a term of 12 months to start the day it becomes active on MLS; however, the Seller may renew this agreement, free of charge, as many times as necessary until the property is sold. **Additionally, the Seller may terminate this Agreement at any time and without penalty by simply notifying the Company** in writing via e-mail, fax, or postal mail; however, the listing fee is non-refundable beginning the day the listing is published. Once a termination request is received the listing will be cancelled within one business day. If Seller decides to list with a full service brokerage the listing with Mulry Real Estate must be cancelled first, so please allow ample time. Should the listing be cancelled by the Seller, our guarantee to “list your home on the MLS until it sells” will be void and a fee of \$200.00 will be required to re-list the property.

In order to introduce other Brokers to the property and solicit their assistance in procuring a Buyer, the Company will list the property on the MLS Property Information Network (“**MLSPIN**”). Such data, together with any other information provided to or obtained by the Company with respect to the property, may be disclosed to prospective Buyers and other brokers and may be included in all listings and other materials distributed by the MLS and the Company after the term of this listing or the sale of the property.

4. **Marketing Fee.** The Company will be compensated as follows: Mulry Real Estate, LLC receives a flat fee of \$389 which is fully earned and non-refundable upon submitting the Sellers property to the MLS, **or a lesser fee if a discount promotion has been offered by the company**, prior to listing the Seller’s property on the MLS. Any fines from the MLS due to the Seller’s negligence will be passed on to the Seller. **NO LISTING COMMISSION WILL EVER BE DUE TO THE COMPANY AS AN ENTRY ONLY LISTING.**

5. **Signage and Promotion.** MLS Rules and Regulations prohibit the use of “For Sale by Owner” (FSBO) yard signs. The Seller may post their own “For Sale” sign but not one that says “by Owner” or they may purchase a sign through the Company.

6. **Cooperation.** Upon signing this Agreement, the Seller grants to the Company the authority to list the property on the MLSPIN and in doing so offer compensation to Buyer’s Agents & Facilitators. Due to the “Vicarious Liabilities” (defined below) to the Seller, it is our company policy not to offer compensation to “Subagents” also known as “Seller’s Agents” as defined on the attached Mandatory Licensee-Consumer Relationship Disclosure Form. Vicarious liability is the potential for a Seller to be held liable for a misrepresentation or an act of omission of the subagent if the Seller authorizes the broker or salesperson to offer subagency in the signing of the Marketing Agreement. The Seller agrees to pay the commission of:

(Check One)    1%     1.5%     2%     2.5%     3%     3.5%     4%

to a Buyer’s Agent or Facilitator of the sale price as an additional fee if the Buyer is procured by an Agent, and is ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this agreement, or other such price, terms and conditions acceptable to the Seller. Said fee is only due when Deed recorded and Considerations paid to Seller.

If a Buyer’s Agent procures a Buyer within 30 days of the termination, the Broker will have deemed to have earned the commission the Seller has indicated in the Listing Agreement.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT NO FEE WILL BE PAYABLE BY THE SELLER UNDER THIS AGREEMENT IN ANY CASE WHERE NO REAL ESTATE AGENT HAS DIRECTLY OR INDIRECTLY INTRODUCED THE SAID PROPERTY TO THE BUYER OR OTHERWISE ASSISTED OR PARTICIPATED IN THE SALE IN ANY WAY. THIS MEANS THE SELLER MAY SELL THE PROPERTY TO A BUYER PROCURED WITHOUT THE AID OF AN AGENT OR FACILITATOR AND THERE IS NO ADDITIONAL FEE PAYABLE.

7. **Liability.** Information regarding the Property which has been provided by the Seller or public information obtained by the Company may be disclosed to prospective buyers and other real estate brokerage licensees and may be included in all marketing distributions. Seller agrees that any written or verbal information provided about the Property is correct and true and agrees to hold the Company and its representatives harmless from any liability or damage arising out of incorrect or undisclosed information.
8. **MLS Requirements.** By signing this agreement you are agreeing to abide by and follow the Rules and Regulations set forth by the MLSPIN. A complete copy of the Rules and Regulations is available on our site [www.MLSxposure.com](http://www.MLSxposure.com). All fines imposed by the MLSPIN due to Seller's violation shall be paid promptly by the Seller. The Company reserves the right to Temporarily Withdraw the Seller's listing from the MLSPIN until the fines are paid.
9. **Correspondence.** Our normal business hours are Monday-Friday 9:00am to 6:00pm; Saturday-Sunday 9:00am to 1:00pm. We are closed on Holidays. Any messages received via e-mail or voicemail after business hours will be addressed the following day. For general questions our preferred method of communication is via e-mail [info@MLSxposure.com](mailto:info@MLSxposure.com).
10. **Listing Information, Status and Changes.** The Seller must disclose any and all defects in the property which are not open and obvious and which may materially affect the value or desirability of the property. The Seller agrees to release a copy of the Seller Disclosure Declaration, if applicable, upon request.

Mulry Real Estate agrees to enter all listings in the MLS within 24 hours based upon the time we receive the last of the following items: *Receipt of Payment, a Signed Mandatory Agency Disclosure, a Signed Listing Agreement, and the Appropriate Property Listing Input Form*. In instances when the Seller does not provide the appropriate MLS Input Form within 24 hours of a listing date, the Company will enter the listing based on information received from the MLS Assessment and Sales Report. This information meets the minimum requirements by the MLS needed to publish a listing; however, we recommend the Sellers provide the additional details and information listing on our input forms, although it is not required.

The Seller is responsible for reviewing the published Listing and must notify the Company of any and all errors or omissions. Any changes the Seller requests shall be free of charge. All revisions and change requests can be done through our website at [www.MLSxposure.com/forms.htm](http://www.MLSxposure.com/forms.htm) or you can print the appropriate form and fax it to 413-642-0698. Changes will be completed by the end of the following day. Changes requested after business hours are considered requested the following day.

You may submit up to 30 photos for the MLSPIN. We require at least one (1) photo to list your property. Please indicate which photo you want to appear first. If no picture is indicated the Company shall choose the most appropriate. *Please note: MLSPIN imposes a \$25 fine if no photo is submitted within 5 days of listing. Any fines imposed by the MLS will be passed on the Seller.*

Upon acceptance of any Offer to Purchase the Seller **MUST** notify the Company within 24 hours and supply the Anticipated Closing Date, Sales Price, Commission, Buyer's Agent's Office and Name, when applicable. If Seller wishes to seek additional Backup Offers, you must fill out the Active Status Request Form. The Seller agrees to release a copy of the Purchase and Sales Agreement upon request.

11. **Partner Websites.** MLSPIN allows automatic data transfers to several 3<sup>rd</sup> party real estate websites (Realtor.com, etc.), which we cooperate with fully. However, the Company has no control over these sites and as such cannot guarantee their reliability or inclusion. Your fee to the Company is for publishing to the MLSPIN only. Inclusion on any other websites is likely, but subject to change without notice.
12. **Forms and Document Preparation.** The Company will not prepare any documents for Sellers. The Company will provide standard real estate forms, however, we recommend you contact an attorney to prepare any legal documents pertaining to your transaction.
13. **Other Provisions:**

The Seller agrees to abide by all Fair Housing Acts and to perform the following actions, as customary and appropriate, to complete the real estate transaction: Obtain a Smoke and Carbon Monoxide Detector Compliance Certificate from the local fire department, Obtain a final water reading & bill, provide access to the property for the Buyer's appraiser/inspector and any other customary and appropriate actions necessary to complete your transaction.
14. **Indemnification.** In any litigation arising out of this Agreement brought by a third party or by the Seller for any reason, including but not limited to negligence, etc. against the Company, its affiliates and authorized agents, the Company, its affiliates or agents will be entitled to recover reasonable attorney fees, costs and expenses from the Seller. The Seller agrees to hold the Company, its affiliates and agents harmless for all injuries suffered, monetary or otherwise, arising out of the sale or negotiation of the sale of the listed property.

**Seller acknowledges the Company's advice to seek legal counsel relating to any of the terms of this Agreement and acknowledges receipt of a copy of this Agreement and a copy of the Mandatory Licensee-Consumer Relationship Disclosure Form.**

**Mulry Real Estate, LLC - FACILITATOR(S) for the Seller is/are:**

George R. Mulry

**Facilitator Broker Print Name / Sign**

**Date**

**SELLER Signature**

**Date**

**SELLER Signature**

**Date**

Please provide us with at least one name, telephone number and e-mail address for your convenience of setting up showing appointments. The following will be displayed on our websites under "Current Listings."

**SELLER Contact Name(s)**

**SELLER Telephone Number**

**SELLER E-Mail Address**

**SELLER address, if different from property address:**

### **MONEY BACK GUARANTEE!**

If you decide at any time to list with a full service brokerage, the Company will refer you to a traditional Realtor of your choosing.

**You must let the Company know prior to any contact or listing with the Broker, once you have been in negotiations with them the Company will be unable to refer you and you will no longer be eligible to receive your refund.**

Upon their acceptance of our referral, and the successful closing of your home's sale with that Broker, you will receive a refund of the money you spent for our service.